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Salt Lake City, Utah 84144
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March 7, 1995

Mr. Vernon A. Williams, Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

Re: Kansas City Power & Light Co. ("KCP&L")
Leveraged Lease Financing of Aluminum Gondola Cars
(Second Closing)

Dear Mr. Williams:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two original copies of the two documents described below. As one of the attorneys representing the Note Purchaser in this transaction, I have knowledge of the matters described in this letter.

The enclosed documents are as follows:

(1) Lease Supplement No. 2 and Amendment, dated March 7, 1995, between the Lessee and the Lessor; and

(2) Security Agreement Supplement No. 2, dated March 7, 1995, between the Debtor and the Security Trustee.

The names and addresses of the parties to the documents are as follows:

LEASE SUPPLEMENT NO. 2 AND AMENDMENT

Lessee: Kansas City Power & Light Company
1201 Walnut Street
Kansas City, Missouri 64106-2124

Lessor: First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

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OFFICE OF THE
SECRETARY

Counterparts -

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SECURITY AGREEMENT SUPPLEMENT NO. 2

Debtor: First Security Bank of Utah, National Association
not individually but solely as Owner Trustee,
79 South Main Street
Salt Lake City, Utah 84111

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Lease Supplement No. 2 and Amendment and Security Agreement Supplement No. 2 provide, *inter alia*, for the Railcar Lease, dated as of January 31, 1995, and the Security Agreement-Trust Deed, dated as of January 31, 1995, to apply to the 375 New 120-Ton High Side Rotary Dump Aluminum Gondola Railcars bearing the road numbers set forth in Schedule 1 to Lease Supplement No. 2 and Amendment, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Supplement No. 2 and Amendment and Security Agreement Supplement No. 2 is as set forth on Exhibit A hereto.

A fee of ~~thirty-six~~ ^{842.00} dollars (\$36.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Steven G. Anderson, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) LEASE SUPPLEMENT NO. 2 AND AMENDMENT:

Lease Supplement No. 2 and Amendment between First Security Bank of Utah, National Association, as Lessor, 79 South Main Street, Salt Lake City, Utah 84111, and Kansas City Power & Light Company, as Lessee, 1201 Walnut Street, Kansas

CHAPMAN AND CUTLER

Mr. Vernon A. Williams, Secretary
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City, Missouri 64106-2124, dated March 7, 1995, covering 375 New 120-Ton High Side Rotary Dump Aluminum Gondola Railcars bearing road numbers set forth in Schedule 1 to such Lease Supplement No. 2 and Amendment, namely road numbers set forth in Exhibit A hereto. Lease Supplement No. 2 and Amendment is related to the Railcar Lease between the Lessor and the Lessee dated as of January 31, 1995.

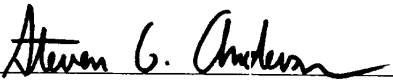
(2) SECURITY AGREEMENT SUPPLEMENT NO. 2:

Security Agreement Supplement No. 2 between First Security Bank of Utah, National Association, not individually but solely as Owner Trustee, 79 South Main Street, Salt Lake City, Utah 84111 and Wilmington Trust Company, as Security Trustee, Rodney Square North, 1100 Market Street, Wilmington, Delaware 19890-0001, dated March 7, 1995, securing the obligations of the Debtor and Kansas City Power & Light Company relating to 375 New 120-Ton High Side Rotary Dump Aluminum Gondola Railcars bearing road numbers set forth in Schedule 1 to such Security Agreement Supplement No. 2, namely road numbers set forth in Exhibit A hereto. The Security Agreement Supplement No. 2 is related to the Security Agreement-Trust Deed between the Debtor and the Security Trustee, dated as of January 31, 1995.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-2997).

Very truly yours,

CHAPMAN AND CUTLER

By 
Steven G. Anderson

SGA/cs
Enclosure

Law Offices of
CHAPMAN AND CUTLER

EXHIBIT A

UNITS

EQUIPMENT	QUANTITY	REPORTING MARKS
New Rotary Dump Railcars	375	KCLX 595001 through KCLX 595250, inclusive KCLX 795003 KCLX 795252 through KCLX 795375, inclusive



Interstate Commerce Commission
Washington, D.C. 20423-0001

3/7/95

Office Of The Secretary

Steven G. Anderson
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois 60603 4080

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/7/95 at 9:30AM, and assigned recordation number(s). 19237-D and E.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100550019)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDING NO. 19237-D

FILED 1405

MAR 7 1995 11:11 AM

LEASE SUPPLEMENT NO. 2 AND AMENDMENT

THIS LEASE SUPPLEMENT NO. 2 AND AMENDMENT dated March 7, 1995 between FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee ("Lessor"), and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation ("Lessee"),

WITNESSETH:

A. LEASE SUPPLEMENT:

1. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of January 31, 1995 (the "Lease") providing for the execution and delivery of Lease Supplements substantially in the form hereof. The terms defined in the Lease shall have the same meanings when used herein.

2. Lessee hereby acknowledges and confirms that on or prior to the date hereof, the Equipment described in Schedule 1 attached hereto has been delivered and accepted by the Lessee. Lessee represents that the Equipment is free and clear of all liens and encumbrances (except Permitted Encumbrances) and in a condition which in all respects is satisfactory to the Lessee and in compliance with the Lease.

3. Lessee hereby certifies that the date of acceptance of the Equipment and commencement of the Interim Term with respect thereto is the date of this Lease Supplement No. 2 and Amendment.

4. Lessee hereby certifies that the Purchase Price for the Equipment is \$19,113,375.

5. Interim Rent for the Equipment is payable in the amount set forth in Section 6(a) of the Lease on August 13, 1995. Fixed Rent, Stipulated Loss Values and Termination Values for the Equipment is payable in the amounts and on the Rent Payment Dates set forth in Schedule 2 attached hereto.

B. LEASE SUPPLEMENT NO. 1 AND LEASE AMENDMENT:

1. Lessor and Lessee have heretofore entered into Lease Supplement No. 1 dated February 14, 1995 ("Lease Supplement No. 1") providing for the Lease to apply to the high side rotary dump aluminum gondola railcars bearing the road numbers set forth in Schedule 1 to Lease Supplement No. 1.

Counterpart No. 2 of 12.

2. In order to account for reoptimization adjustments to Fixed Rent, Stipulated Loss Value and Termination Value in accordance with Section 6(f) of the Lease, Lessor and Lessee hereby agree to the following:

(a) Schedule 2 to Lease Supplement No. 1 is hereby amended and restated in its entirety to read as set forth in Schedule 2 attached hereto.

(b) Exhibit C to the Lease is hereby amended and restated in its entirety to read as set forth in Attachment A attached hereto.

(c) Exhibit D to the Lease is hereby amended and restated in its entirety to read as set forth in Attachment B attached hereto.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY, a
Missouri corporation

By John J. DeLoe
Its Vice President-Finance and
Treasurer

FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By _____
Its

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed,
all as of the day and year first above written.

KANSAS CITY POWER & LIGHT COMPANY, a
Missouri corporation

By _____
Its

FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee

By  _____
Its **Trust Officer**

STATE OF MISSOURI)
) SS.:
COUNTY OF JACKSON)

On this, the 2nd day of March 1995, before me, a Notary Public in and for said County and State, personally appeared John J. Desterfano, Vice President, Finance & Treasurer of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer of KANSAS CITY POWER & LIGHT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Jacquetta L. Hartman
Name: Jacquetta L. Hartman
Notary Public
My Commission Expires: April 8, 1996
Residing in Ray County, Missouri

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the _____ day of March, 1995, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, who acknowledged herself/himself to be a duly authorized officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, she/he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the _____ day of March 1995, before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of KANSAS CITY POWER & LIGHT COMPANY, who acknowledged himself to be a duly authorized officer of KANSAS CITY POWER & LIGHT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

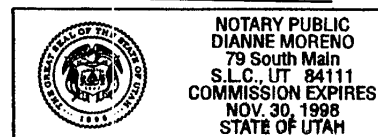
Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF Utah)
) SS.:
COUNTY OF Salt Lake)

On this, the 2nd day of March, 1995, before me, a Notary Public in and for said County and State, personally appeared Brett R. King, the Trust Officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, who acknowledged herself/himself to be a duly authorized officer of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, and that, as such officer, being authorized to do so, she/he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Dianne Moreno
Name:
Notary Public
My Commission Expires:
Residing in _____



DESCRIPTION OF EQUIPMENT

The 375 Rotary Dump Gondola
Railcars Bearing the Following
Road Numbers

KCLX 595001 through
KCLX 595250, inclusive

KCLX 795003

KCLX 795252 through
KCLX 795375, inclusive

SCHEDULE 1
(to Lease Supplement No. 2)

**SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE
AND TERMINATION VALUE RATE FACTORS**

I. FIXED RENT

**RENT
PAYMENT DATE**

**RENT INSTALLMENT
FOR THE ITEM OF EQUIPMENT
EQUAL TO PURCHASE PRICE OF THE
EQUIPMENT TIMES THE
FOLLOWING FIXED RENT FACTOR**

[INTENTIONALLY OMITTED FROM ICC FILED DOCUMENT]

**SCHEDULE 2
(to Lease Supplement No. 2)**

SCHEDULE OF FIXED RENT

[INTENTIONALLY OMITTED FROM ICC FILED DOCUMENT]

ATTACHMENT A
(to Lease Supplement No. 2 and Amendment)

II. STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE)
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SCHEDULE OF STIPULATED LOSS VALUE AND TERMINATION VALUE

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ATTACHMENT B
(to Lease Supplement No. 2 and Amendment)